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Union: **Oxford Administrators Association, School Administrators Association of New York State (SAANYS)**

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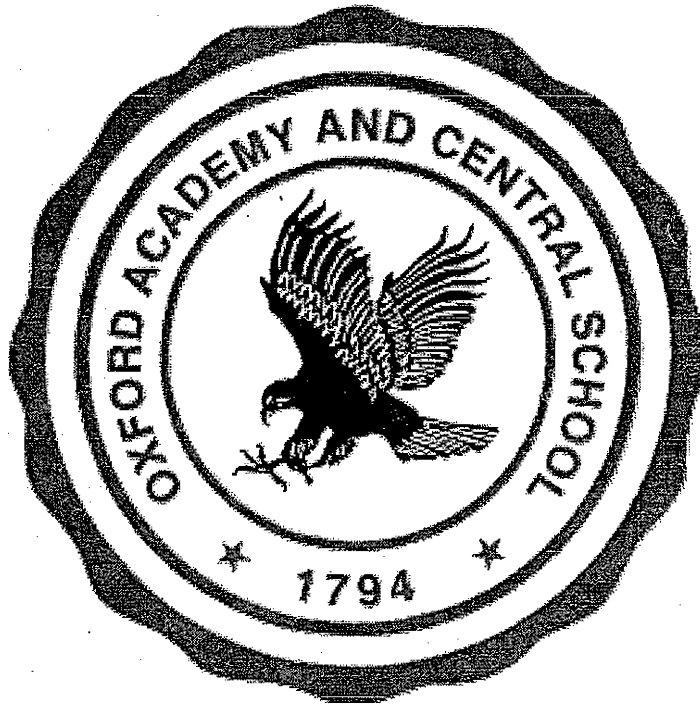
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**AGREEMENT BETWEEN**  
**ADMINISTRATOR'S ASSOCIATION OF THE OXFORD ACADEMY AND CENTRAL**  
**SCHOOL AND THE**  
**CHIEF SCHOOL ADMINISTRATOR OF THE OXFORD ACADEMY AND CENTRAL SCHOOL**



July 1, 2011 to June 30, 2014

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**AGREEMENT BETWEEN**  
**ADMINISTRATOR'S ASSOCIATION OF THE OXFORD ACADEMY AND CENTRAL SCHOOL**  
**And The**  
**CHIEF SCHOOL ADMINISTRATOR OF THE OXFORD ACADEMY AND CENTRAL SCHOOL**  
**July 1, 2010 to June 30, 2014**

**Article I Recognition**

- A. The Oxford Central School District Board of Education (the "Board") recognizes the Oxford Administrators Association (the "Association") as the exclusive bargaining agent and representative for employees in the Oxford Central School District (the "District") to include the following titles: Middle School Principal, High School Principal and Director of Special Programs.
- B. New and Modified Positions
  - 1. All managerial and administrative vacancies shall be publicized and posted in the main office of each building at least fifteen (15) work days before the vacancy is filled. Further, the President of the Association shall receive copies of all vacancy notices at least fifteen (15) work days before the vacancy is filled.
  - 2. The Association President will be notified of any newly created supervisory positions.

**Article II Negotiation Procedures**

- A. Negotiations for a successor agreement will commence upon written request of either party. Such request to be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.
- B. At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. Either party will be able to introduce new proposals at the second meeting, this shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and the Board of Education.

### Article III Grievance

#### A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of complaints in relation to the provisions of this agreement as they arise and to provide recourse for orderly procedure for the satisfaction of such grievances.

#### B. Definitions

1. "Grievance" as used in this Agreement is limited to an alleged violation of the terms and conditions of employment within the provisions of this Agreement.
2. "Days" shall mean work days.
3. "Principal" shall mean building principal.
4. "Association" shall mean the Oxford Academy and Central School Administrators Association.

#### C. Procedure

**Level One:** The aggrieved association member shall orally present his/her grievance to the Association President who shall orally discuss the grievance with the aggrieved member. The association member and the Association President shall upon initial consultation determine whether the written grievance should be presented to the Superintendent of Schools within five business days from the date in which the aggrieved learned of the potential problem or grievance.

**Level Two:** Within ten days from the receipt of a level one request, the superintendent of schools shall orally and informally discuss the grievance with the aggrieved and the association president. If the grievance is not satisfactorily resolved, the superintendent will render in writing, his/her determination of the matter to the aggrieved member within the ten-day period.

**Level Three:** The aggrieved association member may, within five school days of receipt of the notice of determination by the Superintendent of Schools make a written request to the Board of Education for review and determination. All written documents pertaining to the case will be submitted to the BOE president within this time frame. The BOE will offer the grievant and or his/her representative an opportunity to meet with the BOE to discuss the matter in executive session at the next regularly scheduled meeting. The BOE will submit a written decision to the grievant within five days from the date the meeting with the BOE occurred.

**Level Four:** After receiving written notification from the BOE the grievant may submit the grievance to binding arbitration within fifteen work days from the level three decision. Within ten work days after such written notice of submission to binding arbitration, the BOE and the Association will agree upon a mutually acceptable arbitrator from AAA competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve.

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be binding. The

arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The costs for the services of the arbitrator including expenses if any will be borne equally by the BOE and the association.

#### **Article IV Miscellaneous**

##### **A. Inclusive Clause**

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment to this agreement.

##### **B. Savings Clause**

If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

#### **Article V Compensation**

##### **A. Salary**

###### **1. 2010-11 salaries for returning unit members:**

- a. HS principal- \$79,000
- b. MS principal--\$81,000
- c. Dir. of SPED--\$81,000

###### **2. 2011-12 salaries**

- a. Increase base salaries by \$2500

###### **3. 2012-13 salaries**

- a. Increase base salaries by \$2500

###### **4. 2013-14**

- a. Increase base salaries by \$2500

##### **B. Corporate Performance Salary (CPS)**

Effective 2010-11, the district will provide a corporate performance salary (CPS). Each target met will be worth \$200 which will be added to the base salary of each member of the bargaining unit on July 1<sup>st</sup> of the next school year.

1. Each member of the bargaining unit will share equally in any CPS.
2. CPS targets will be established prior to the start of the school year and will be mutually agreed upon between the Superintendent and the unit members.
3. There will be a minimum of five (5) targets and a maximum of ten (10) targets.
4. Unit members will be compensated for targets already developed for the 2010-2011 school year at the agreed upon \$200 for each target.

## **Article VI Leaves**

A. Association members shall be entitled to eighteen (18) days of leave per year, which may be used for the following purposes:

1. Sick Leave

For personal or family illness. If sick leave is taken for a period in excess of three (3) working days, the member may be required to furnish a certificate from their attending physician. Sick Leave may be accumulated for up to two hundred twenty five days (225).

2. Bereavement

3. Personal Business

4. Extended leaves of any kind must be approved by the Superintendent or his/her designee.

For this Sick Leave provision, "Family" will be defined as: mother, father, children, grandparents, grandchildren, brother or sister of the member, members spouse or their significant other.

B. Vacation Days

1. Association members shall be entitled to twenty (20) vacation days per year. It is expected that vacation will be taken when the students are not in session, however, vacation at other times due to special needs/circumstances may be arranged with the approval of the Superintendent or his/her designee. Vacation days may accumulate to thirty (30) days.

2. Upon separation from the District, with a minimum thirty (30) day notice, Association members will receive their per diem rate for up to twenty five (25) days of unused vacation.

3. Association members shall have the option to be reimbursed for up to five (5) unused vacation days per year at their per diem rate.

C. Holidays

1. Administrators will be entitled to thirteen (13) paid legal holidays as follows:

a. July 4th

b. Labor Day

c. Columbus Day

d. Veterans Day

e. Thanksgiving Day

f. Friday after Thanksgiving

g. Christmas Day

h. Day prior to or after Christmas Day

i. New Year's Day

j. President's Day

k. Good Friday

l. Memorial Day

m. One day between July 1 – June 30 taken at the discretion of the member

2. A paid holiday may be changed with the approval of the Superintendent or his/her

designee.

3. If a holiday falls on a weekend the day to be substituted will be selected with the approval of the Superintendent or his/her designee.

**D. Jury Duty**

If an Association member is required to serve on a jury, the administrator will receive his/her regular pay for the period of time actually required by such legal proceeding. In addition, reasonable travel time will be allowed.

Any stipend paid the administrator for this purpose, minus travel/mileage expenses paid, will be turned over to and become property of the District.

**Article VII Evaluation**

- A. A goal-setting conference between each Unit Member and the Superintendent and/or their designee shall be held annually. The first such conference shall address goals and objectives for the year, to be submitted in writing by each administrator prior to September 1<sup>st</sup>. A second conference will be held prior to February 1<sup>st</sup> to discuss progress and possible adjustments to the goals if necessary. A final conference shall be evaluative in nature, with said evaluation to include, but not be restricted to, the Superintendent's or designee's response to the stated goals and objectives. The evaluative conference shall take place prior to June 30<sup>th</sup> of said year.
- B. Written evaluations shall be signed by the Unit Member and their Evaluator. Both parties recognize that the Unit Member's signature does not necessarily indicate agreement with the report. The Unit Member shall have the right to submit to the Evaluator a signed written rebuttal to the annual evaluation report within thirty (30) days of the conference date. This rebuttal will be attached to the evaluation report and placed on file in the Unit Member's personnel file.
- C. If any Unit Member receives a less than satisfactory evaluation and/or a "Counseling Memo" regarding the performance of their duties, they will be afforded the opportunity to meet with their immediate supervisor and/or the Superintendent of Schools to discuss the implementation of an improvement plan. If the improvement plan is successfully fulfilled, it will be reflected in the next evaluation.
- D. Any evaluative tool used in the process shall be developed collegially between the Superintendent and the Bargaining Unit.
- E. The parties agree to negotiate evaluation standards and processes consistent with Education Law Section 3012-c and all regulations promulgated pursuant to Education Law 3012-c.

**Article VIII Insurance**

**A. Health Insurance**

1. Effective upon the ratification of an agreement, active members would pay 9% of the cost of health benefits for either individual or family coverage. Bargaining unit members would be eligible to participate in any other health plans provided by the district. Drug Card co-pay will be as follows for a 30 day retail dispensing:



- a. 2010-11: \$5/\$15
- b. 2011-12: \$5/\$20
- c. 2012-13: \$10/\$25
- d. 2013-14: \$12/\$30

2. Dental Insurance contributions are as follows:

Blue Cross Dental:

Employee Individual	0%	Employer	100%
Employee Family	50%	Employer	50%

Guardian Dental:

The district's dollar contribution that is paid towards either an individual or family Blue Shield plan will be paid towards either an individual or family plan with the optional Guardian Dental Plan. For example if the cost of an individual plan under the Blue Shield plan is \$100, then the district will contribute \$100 towards an individual plan under the Guardian plan.

B. Personal Property Insurance

Association members will be reimbursed for personal property damage that occurs as a result of their duties and responsibilities in the amount not covered by personal insurance and will include insurance deductibles.

C. Assault on Member

1. To be eligible for Workers' Compensation or this Article, all accidents and injuries on the job, no matter how trivial they may seem, must be reported to the Business Office as soon as physically possible.
2. Association members will immediately report all cases of assault sustained by them in connection with their employment to the Superintendent of Schools and commit the incident to writing within forty-eight hours, except in extenuating circumstances.
3. If a physical assault on an association member, sustained by the member within the scope of their employment, results in lost time, the member shall be paid in full for as long as the disability lasts up to a maximum period of one hundred and eighty (180) workdays from the date of the assault. All paid absences under this article shall not be deducted from accumulated sick leave to which an administrator may be entitled under this agreement. The parties further agree that if the administrator receives an award under Worker's Compensation, the District shall be reimbursed and or receive an offset against the said award for the full amount of any monies paid under this article.
4. To be eligible for this benefit, the Association member must be examined by the District's physician, and the District's physician must certify that the bargaining unit member is physically unable to return to work. The District's obligation to a bargaining unit member who is physically assaulted on the job shall not exceed 100% of the bargaining unit member's salary. This calculation shall include any workers compensation benefits and/or disability insurance received by the bargaining unit member. For instance if a bargaining unit member earning gross wages of \$1500 per week receives \$1,000 in workers compensation benefits and \$250 per week in

disability insurance, the District shall pay the bargaining unit member \$250 per week, less regular withholdings and deductions.

- D. The Board of Education agrees to provide legal counsel and to indemnify association members against all uninsured financial loss arising out of any proceeding, claim demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the member is acting within the scope of his/her employment or at the direction of the Superintendent of Schools, his or her designee or the Board of Education.

## **Article IX Professional Development**

### **A. Conferences**

Association members may attend local, state, regional and national conferences with prior approval of the Superintendent or his/her designee. The costs of such approved conferences will be paid by the District either through pre-registration and/or reimbursement of receipts.

### **B. Graduate and In-service Credit**

The District agrees that Association members need to keep current with professional research and study in many areas. With prior approval of the Superintendent or his/her designee, tuition costs (at the SUNY rate) for graduate or in-service credit will be reimbursed by the district as outlined in district policy.

- C. The District agrees to pay for membership in professional organizations (listed below), not to exceed six hundred (\$600) dollars. Any organizations not listed, must be approved by the Superintendent.

ASCD	AASA	CNYSEA	NASSP	NMSA	NYSMSA	NHSA
NYSHSA	CASE	CEC	NAESP	Journal of Staff Development		

## **Article X Personnel Folder**

Official Supervisor files shall be maintained under the following conditions:

Criticisms or complaints shall be communicated with the Supervisor promptly after they become known to the Superintendent or Board of Education individually or collectively. No material critical of a Supervisor shall be placed in the file unless the Supervisor shall first have an opportunity to read the material. The Supervisor shall acknowledge that he/she has read such material by affixing his/her signature to the file copy within five school days or the item will be included in the file with a note of the failure of the Supervisor to affix his/her signature. The signature shall indicate that the Supervisor has read the material to be filed and shall not necessarily indicate agreement with the Supervisor shall have the right to respond within thirty (30) calendar days to any material filed, and the response shall be attached to the file copy.

Upon request of the Supervisor, he/she shall set up an appointment and be permitted to examine the contents of his/her file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to

an Supervisor's past employment or schooling should not be subject to such examination. Access to Supervisor personnel files will be limited to Superintendent, Board of Education, counsel for the district, and the employee in question.

No anonymous materials will be included in the Supervisors' personnel folder.

#### **Article XI Summer Work Week**

From July 1<sup>st</sup> through August 31<sup>st</sup> the workday shall be 9.5 hours per day or as long as required to carry out all functions assigned to the position and professional duties and responsibilities as related to the position, 4 days per week.

#### **Article XII Travel**

Any unit member required to travel between schools within the district, shall receive a yearly stipend of eighty (\$80) dollars. For required travel outside of the district, they shall either be furnished a school car or be reimbursed at the IRS rate per mile for the trip as set by the Board of Education.

#### **Article XIII Non-elective 403(b)**

Non-elective Employer 403(b) contribution:

- A. The District agrees to make a non-elective employer contribution for those members of the Association, with an effective retirement date of July 1 or later, and who avail themselves the District's negotiated retirement incentive and/or payment for accumulated leave days.
- B. The contribution will be placed into a 403(b) program of the unit members choosing, subject to any restrictions that the 403(b) program provider may place on said non-elective employer contributions. The contribution amounts for the retirement incentive and accumulated leave days are spelled out in the collective bargaining agreement.
- C. The District will remit the contribution within thirty (30) days, following the retirement date.
- D. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
- E. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.

In the event that the contribution exceeds acceptable contribution limits, the employer agrees:

- To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, or,
- If the employee has a NYSTRS membership date subsequent to June 16, 1971, to remit any remainder of the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

#### Article XIV Retirement Incentive

An administrator who has completed 5 years as an administrator in the Oxford Academy and Central School District and who meets the qualifications set forth by the New York State Teacher's Retirement System will be eligible for:

A. Retiree Health Insurance

Any Unit Member who has worked for the Oxford Academy and Central School District for five years will receive either individual or family District health insurance in retirement and their contribution rate will be the same as when active.

B. Administrative retirees will receive sick day accumulation at the date of retirement up to 150 days at half the daily rate. (ie: \$64,000/yr. Divided by 240 days = \$267 divided by 2 = \$134 x 150 = \$20,100).

C. The incentive payment will be made directly into the members 403(b) non-elective account within thirty (30) days of the date of retirement.

#### Article XV Agreement

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

This agreement is made and entered into by and between the Oxford Academy and Central School District's Chief School Administrator, and the Oxford Academy and Central School District's Administrator's Association.

#### ASSOCIATION

*Dawn A. Howe*

President

*6/27/11*  
Date

#### DISTRICT

*Charles W. Spivey*  
Chief School Administrator

*6-27-11*  
Date